



MICHAEL A. CARDOZO  
*Corporation Counsel*

THE CITY OF NEW YORK  
**LAW DEPARTMENT**  
100 CHURCH STREET  
NEW YORK, NY 10007

AMY N. OKEREKE  
*Assistant Corporation Counsel*  
(212) 788-9790  
(212) 788-9776 (fax)  
aokereke@law.nyc.gov

November 21, 2007

**VIA E.C.F. AND HAND**

Honorable John Gleeson  
United States District Judge  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: Jared Williams v. City of New York, et al.  
06 CV 6150 (JG)(MDG)

Your Honor:

I am the attorney in the Special Federal Litigation Division of the New York City Law Department assigned to the defense of the above matter. Defendants respectfully submit the enclosed Stipulation and Order of Settlement and Dismissal, executed by counsel for the parties, for the Court's endorsement and filing with the Clerk.

I thank the Court for its time and consideration in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy N. Okereke", is written over a horizontal line.

Amy N. Okereke (AO 3250)  
Assistant Corporation Counsel  
Special Federal Litigation Division

enc.

cc: Hon. Marilyn D. Go, United States Magistrate Judge (via E.C.F.)(w/o enc.)

Duane C. Felton, Esq., attorney for plaintiff (via E.C.F. and first class mail)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

----- X

JARED WILLIAMS,

Plaintiff,

-against-

CITY OF NEW YORK and NEW YORK CITY POLICE  
OFFICER MICHAEL DARAGJATI,

Defendants.

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL**

06 CV 6150 (JG)(MDG)

----- X

**WHEREAS**, plaintiff Jared Williams commenced this action by filing a complaint on or about November 16, 2006 alleging that certain of his federal and state rights were violated; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff JARED WILLIAMS the sum of **Twelve Thousand Five Hundred Dollars (\$12,500)** in full satisfaction of all claims,

including claims for costs, expenses, and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the named defendants, the City of New York and Michael Daragjati, with prejudice, and to release all defendants and any present or former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action under state or federal law that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses, and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof, including, but not limited to, the New York City Police Department.

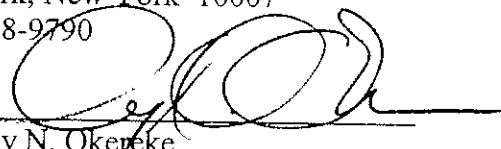
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
October 28, 2007

Duane C. Felton, Esq.  
Attorney for Plaintiff  
805 Castleton Avenue  
Staten Island, New York 10310  
(718) 273-9600

By:  (DF 3777)  
Duane C. Felton

MICHAEL A. CARDOZO  
Corporation Counsel of the City of New York  
Attorney for Defendants  
100 Church Street  
Room 3-137  
New York, New York 10007  
(212) 788-9790

By:   
Amy N. Okereke  
Assistant Corporation Counsel

**SO ORDERED:**

\_\_\_\_\_  
Honorable John Gleeson  
United States District Judge